

## **EXHIBIT C**

# Legal

Nexo is the world’s largest and most trusted lending institution in the decentralized finance space

Earn Terms



## Nexo Earn Interest Product General Terms and Conditions

### I. INTRODUCTION

These Nexo Earn Interest Product General Terms and Conditions (**“General Terms”**) govern the contractual relations between you (**“Client”** or **“you”**) and any holding company, subsidiary or entity belonging to the Nexo group of companies (**“Nexo”** or **“we”**), while you and Nexo are hereinafter separately referred to as **“Party”** and jointly - as **“Parties”**, in regard to your use of the Nexo Earn Interest Product, and constitute a legally binding agreement (**“Agreement”**) between the Parties.

### II. DEFINITIONS

Unless stated otherwise, references shall be made to the Nexo Wallet Services General Terms and Conditions. All the defined terms, used in these General Terms, shall have the same meaning as the one given to them in the Nexo Wallet Services General Terms and Conditions.

### III. CLIENT

1. You can enter into this Agreement and use the Nexo Earn Interest Product only if all of the conditions below are met:

1.1. You have opened a Nexo Account, respectively have met the conditions under Art. IV.1, Items 1.1, 1.2, 1.4 – 1.8 of the Nexo Wallet Services General Terms and Conditions;

1.2. You are not a citizen or resident of Bulgaria and Estonia, the State of New York (only to the Nexo Earn Interest Product where Interest is earned on USDx), and you

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any relevant connection with any jurisdiction where we have prohibited or restricted access to the Nexo Earn Interest Product;

**1.3.** You have passed Advanced Verification on the Nexo Platform (applicable only to the Nexo Earn Interest Product where Interest is earned in NEXO Tokens).

**2.** By entering into this Agreement, you acknowledge and confirm that you meet all the conditions set out above. In the event that we subsequently ascertain that you have not met or do not meet any of these conditions anymore, we may suspend the provision of the Nexo Earn Interest Product and/or the related Nexo Wallet Services to you and close your Nexo Account, and do not allow you to use the Nexo Earn Interest Product and/or the related Nexo Wallet Services.

**3.** At any time, at our sole and absolute discretion, without liability to you, we can: **(i)** refuse your request to use the Nexo Earn Interest Product; **(ii)** change the conditions for entering into the Agreement or use of the Nexo Earn Interest Product; **(iii)** suspend the provision of the Nexo Earn Interest Product or of all or part of the related Nexo Wallet Services; or **(iv)** change, update, remove, cancel, suspend, disable or discontinue any feature, component, content, incentive or referral plan of the Nexo Earn Interest Product.

**IV. SPECIFIC FEATURES OF THE NEXO EARN INTEREST PRODUCT**

**1.** The Nexo Earn Interest Product allows you to earn Interest on certain Digital Assets topped up into the Savings Wallet of your Nexo Account in accordance with Section V of the Nexo Wallet Services General Terms and Conditions, or moved to the Credit Wallet of your Nexo Account (applicable only to the NEXO Tokens). All such Digital Assets are indicated on the Nexo Platform and in the Nexo Account and are subject to revision from time to time, at our sole and absolute discretion. As a rule, Interest is earned on all Digital Assets falling within the above category unless used for other purposes on the Nexo Platform.

**2.** You are allowed to have multiple active Nexo Earn Interest Products, running simultaneously. Interest will be accrued separately on each Nexo Earn Interest Product.

**3.** You may opt for a Nexo Earn Interest Product for a flex term ("**FLEX Term**") or for a fixed term ("**Fixed Term**"). The terms applicable to each of the above types of Nexo Earn Interest Product, including but not limited to the Digital Assets on which Interest can be earned, the Interest and the duration of the Fixed Term, if any, are indicated on the Nexo Platform and may be changed by Nexo from time to time, at its sole and absolute discretion.

**4.** If you opt for a Nexo Earn Interest Product for a Fixed Term, you cannot terminate the Agreement in the relevant part thereof governing your use of this Nexo Earn Interest Product prematurely or withdraw your Digital Assets before the expiry of the Fixed Term.

**5.** The Nexo Earn Interest Product for a Fixed Term may be automatically renewed, if you opt for this in your Nexo Account, and each new Fixed Term will be governed by the terms applicable to the Nexo Earn Interest Product for this specific Fixed Term on the date of renewal. You may, at any time during the Fixed Term, deactivate the automatic renewal and vice versa, while Nexo will consider your choice on the date of expiry of each Fixed Term.

**V. INTEREST**

1. The Interest shall commence accruing on the Digital Assets at a certain rate, as of the expiry of 24 (twenty-four) hours of their topping up into the Savings Wallet of your Nexo Account ("Start Time"), and may be earned in the same Digital Assets as the ones on which it is accrued or in NEXO Tokens (applicable to Digital Assets different from NEXO Tokens), as per your choice on the Nexo Platform. You may, at any time, switch from earning in-kind to earning in NEXO Tokens, if applicable, and vice versa. The Interest shall be compound when earned in-kind and simple when earned in NEXO Tokens.
2. The Interest shall be subject to revision from time to time, at our sole and absolute discretion. As a rule, in case you opt for earning in NEXO Tokens rather than earning in-kind, if applicable, higher Interest shall be accrued on your Digital Assets, consisting of the standard Interest applicable to the relevant Digital Assets and bonus Interest, as indicated on the Nexo Platform. We will notify you of the new Interest on the Nexo Platform. Unless indicated otherwise in the notification, the new Interest shall apply on the next calendar day following the said notification.
3. The Interest shall be calculated on a daily basis, at a certain time on each calendar day, on the basis of the actual number of days elapsed in a 365-day year. When the Interest is accrued in NEXO Tokens, if applicable, for the purpose of determining the amount of the latter, the USD equivalent of the in-kind Interest on the relevant Digital Assets up to the above time is converted into NEXO Tokens.
4. The Interest for the Nexo Earn Interest Product for a FLEX Term shall be credited to your Nexo Account at a certain time on each calendar day, but no earlier than the Start Time. The Interest for the Nexo Earn Interest Product for a Fixed Term shall be credited to your Nexo Account on the date of expiry of the relevant Fixed Term. However, it shall be visible in your Nexo Account for the duration of the latter.
5. The Interest shall be accrued on the Digital Assets until the date of your request for withdrawal under Art. VI.2, in case of a Nexo Earn Interest Product for a FLEX Term, or until the date of expiry of the relevant Fixed Term, in case of a Nexo Earn Interest Product for a Fixed Term. You will only receive the Interest that has been credited to your Nexo Account up to the time of your request, respectively expiry of the relevant Fixed Term.
6. Nexo reserves its right to grant preferential Interest or other terms to certain Clients as part of marketing campaigns or otherwise, upon its sole and absolute discretion.

## VI. TOPPING UP AND WITHDRAWAL OF DIGITAL ASSETS

1. You may top up Digital Assets into the Nexo Account at any time in accordance with Section V of the Nexo Wallet Services General Terms and Conditions, while the minimum amount of each Digital Asset required is indicated on the Nexo Platform and subject to revision from time to time, at our sole and absolute discretion.
2. You may request for withdrawal of the Digital Assets, together with the Interest accrued thereon, respectively the fiat equivalence of the Digital Assets and of the Interest accrued thereon, in accordance with Art. VI.1 and VI.2 of the Nexo Wallet Services General Terms and Conditions: **(i)** at any time, when using a Nexo Earn Interest Product for a FLEX Term; or **(ii)** on the date of expiry of the relevant Fixed Term, when using a Nexo Earn Interest Product for a Fixed Term, unless you have opted for automatic renewal. The withdrawals within the limits specified on the Nexo Platform, which are subject to revision from time to time at our sole and absolute discretion, shall be processed by Nexo within the terms under Art. VI.3 of the Nexo Wallet Services General Terms and Conditions.

## VII. OBLIGATIONS AND WARRANTIES

**1.** You hereby declare, warrant and confirm that:

**1.1.** You meet the conditions under Art. III.1.;

**1.2.** You validly undertake any action or enter into any transaction with regard to the Agreement;

**1.3.** The Digital Assets, which you have topped up or will top up into your Nexo Account, or the funds, which you have used or will use for purchase of the Digital Assets to be topped up into your Nexo Account, as the case may be, are not derived from money laundering, terrorist financing, fraud or any other illegal or criminal activity under any Applicable Law in the respective jurisdiction;

**1.4.** You have submitted to Nexo only complete, correct and up-to-date information and documents;

**1.5.** You are aware that you are subject to the tax regulation in your jurisdiction and shall be fully responsible for any filing/reporting and paying any tax due to the competent tax authority, as required by the Applicable Law. Nexo shall not be required to compensate you for your tax obligations or advise you in relation to your tax issues. The uncertainty in tax legislation relating to the Digital Assets may expose you to any currently unknown or future tax consequences, associated with your holding of Digital Assets and the use of the Nexo Wallet Services, for which Nexo shall not be held liable. You shall hold Nexo harmless from any expenses and losses, resulting from the above uncertainty;

**1.6.** You are aware that you use the Nexo Account, the Nexo Platform and the Nexo Earn Interest Product fully at your own risk.

**2.** You hereby undertake to:

**2.1.** Use the Nexo Account, the Nexo Platform, the Nexo Earn Interest Product and the related Nexo Wallet Services in good faith;

**2.2.** Not violate or breach any terms of these General Terms, the Privacy Policy and the Cookies Policy, or any Applicable Law in any relevant jurisdiction;

**2.3.** Not commit, conduct or perform any misrepresentation, fraud, malicious act or criminal activities;

**2.4.** Not provide false, inaccurate, incomplete, out-of-date or misleading information;

**2.5.** Not interfere, intercept, or expropriate our network, system, data, or information;

**2.6.** Not transmit or upload any virus or other malicious software or program, or try to gain unauthorized access to other users' accounts, website, network or systems concerning the Nexo Earn Interest Product and/or the related Nexo Wallet Services;

**2.7.** Not decompile, reverse engineer or disassemble any of our programs, systems or products, or in any way infringe the Intellectual Property rights and/or such of our partners;

**2.8.** Not cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of any of our programs, systems or products, or unduly burdening or hindering the operation and/or functionality of any aspect of the Nexo Earn Interest Product and/or the related Nexo Wallet Services;

**2.9.** Keep the data required for using the Nexo Account unavailable for third parties;

**2.10.** Inform Nexo about any change in the information and documents submitted to Nexo, in particular in your contact details, within 1 (one) day as of the change.

**2.11.** Comply with other terms under Art. X.2 of the Nexo Wallet Services General Terms and Conditions, as applicable.

## VIII. RISK DISCLOSURE

**1.** Digital Assets are more volatile relative to most fiat currencies and other assets and this unpredictability of their price may result in significant loss over a short period of time. We are not responsible for the Digital Assets market, and we make no representations or warranties concerning the real or perceived value of any Digital Assets, and the quality, suitability, truth, usefulness, accuracy, or completeness of any data provided by Nexo. You shall therefore carefully consider whether holding Digital Assets is suitable for you in light of your financial condition.

**2.** Digital Assets are not money or legal tender, are not backed by the government or by a central bank and mostly do not have any underlying assets, revenue stream, or another source of value.

**3.** The regulatory status of Digital Assets is currently unsettled, varies among jurisdictions and is subject to significant uncertainty. Legislative and regulatory changes or actions relating to the Digital Assets or blockchain technology at a state or international level may adversely affect or restrict, as applicable, the use, transfer, exchange and value of the Digital Assets, as well as the provision of the Nexo Earn Interest Product, the related Nexo Wallet Services or any of them. The value of the Digital Assets may be derived from the continued willingness of market participants to exchange fiat currencies for Digital Assets, which may result in permanent and total loss of value of a particular Digital Asset should the market for it disappear.

**4.** Also, some Digital Assets transactions are deemed to be made when recorded on a public ledger, which is not always the date or time that you initiated the transaction. Digital Assets ownership is often determined by a decentralized public ledger and usually cannot be cancelled or reversed.

**5.** The nature of Digital Assets may lead to an increased risk of fraud or cyberattacks and any losses due to fraudulent or accidental transactions will likely not be recoverable.

**6.** Keep in mind that we do not provide investment advice and the information coming from Nexo shall not be used as a basis for making decisions about investing in a particular Digital Asset.

**7.** YOU ARE RESPONSIBLE FOR DETERMINING WHETHER THE USE OF THE NEXO EARN INTEREST PRODUCT IS LEGAL IN YOUR JURISDICTION AND YOU SHALL NOT USE IT SHOULD SUCH USE BE ILLEGAL IN YOUR JURISDICTION. IF YOU ARE UNCERTAIN, PLEASE SEEK INDEPENDENT LEGAL ADVICE.

**8.** We may be forced to suspend, discontinue, or change aspects of the Nexo Earn Interest Product or any of the related Nexo Wallet Services in any jurisdiction, without notice, if demanded by the regulators or Applicable Law, or for whatever other reason. In such case the Digital Assets in your Nexo Account may be frozen for an indefinite period of time until the matter is resolved.

**9.** You understand and agree that you use the Nexo Account and the Nexo Earn Interest Product at your own risk. This section is not exhaustive and does not disclose all the risks



associated with the Digital Assets and the use of the Nexo Earn Interest Product and any of the related Nexo Wallet Services. You shall, therefore, carefully consider whether such use is suitable for you in light of your circumstances and financial resources.

**IX. LIMITATION OF LIABILITY**

**1.** THE NEXO EARN INTEREST PRODUCT IS PROVIDED ‘AS IS’ AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, EXCEPT AS EXPRESSLY PROVIDED IN THESE GENERAL TERMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW. NEXO DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU, YOUR AFFILIATES OR ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICE OR ANY GOODS PROVIDED INCIDENTAL TO THE NEXO EARN INTEREST PRODUCT UNDER THESE GENERAL TERMS.

NEXO LIABILITY IN RESPECT OF THE REPRESENTATIONS AND WARRANTIES, WHICH CANNOT BE EXCLUDED, IS LIMITED TO ANY OF THE FOLLOWING OPTIONS CHOSEN BY NEXO, AT OUR SOLE AND ABSOLUTE DISCRETION:

**1.1.** RE-SUPPLYING, REPLACING OR REPAIRING THE NEXO EARN INTEREST PRODUCT IN RESPECT OF WHICH THE BREACH OCCURRED; OR

**1.2.** PAYING THE COST OF THE RE-SUPPLYING, REPLACEMENT OR REPAIRING OF THE NEXO EARN INTEREST PRODUCT IN RESPECT OF WHICH THE BREACH OCCURRED.

**2.** NOTWITHSTANDING ANY PROVISIONS IN THESE GENERAL TERMS, IN NO EVENT SHALL WE OR ANY OF OUR REPRESENTATIVES OR PARTNERS BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES OR CLAIMS:

**2.1.** DUE TO AN UNUSUAL OR UNFORESEEABLE EVENT OUTSIDE OUR REASONABLE CONTROL, THE CONSEQUENCES OF WHICH COULD NOT HAVE BEEN AVOIDED EVEN IF ALL DUE CARE HAD BEEN EXERCISED (E.G. FORCE MAJEURE, INCLUDING ACTS OF GOD, WAR OR CIVIL UNREST, DISASTERS, ACTS OF DOMESTIC OR FOREIGN COURTS AND GOVERNMENTAL AUTHORITIES, STRIKES, LOCKOUTS, LABOUR DISPUTES, TERRORIST ACTS, RIOTS);

**2.2.** ARISING FROM OR IN CONNECTION WITH:

**2.2.1.** ANY DELAY, SUSPENSION, DISCONTINUATION, INTERRUPTION OF THE NEXO PLATFORM OR THE NEXO EARN INTEREST PRODUCT;

**2.2.2.** FAILURE OR INTERRUPTION IN PUBLIC OR PRIVATE TELECOMMUNICATION NETWORKS, COMMUNICATION CHANNELS OR INFORMATION SYSTEMS;

**2.2.3.** ACTS OR OMISSIONS OF ACTS OF A PARTY FOR WHOM WE ARE NOT RESPONSIBLE;

**2.2.4.** DELAY, FAILURE OR INTERRUPTION IN, OR UNAVAILABILITY OF, THIRD-PARTY SERVICES;

**2.2.5.** ANY REFUSAL TO PROCESS OR AUTHORIZE, OR ANY REVERSAL OF, ANY TRANSACTION FOR ANY REASON;

**2.2.6.** YOUR INABILITY TO EFFECT OR COMPLETE ANY TRANSACTION DUE TO SYSTEM MAINTENANCE, BREAKDOWN OR NON-AVAILABILITY OF THE NEXO PLATFORM OR THE NEXO EARN INTEREST PRODUCT;

**2.2.7.** ANY UNAUTHORIZED OR INELIGIBLE USE OF THE NEXO EARN INTEREST PRODUCT CONTRARY TO THESE GENERAL TERMS;

**2.3.** DUE TO COMPLIANCE WITH ANY APPLICABLE LAW, COURT ORDERS OR ACTS OF ANY GOVERNMENTAL AUTHORITY;

**2.4.** RESULTING FROM HACKING, TAMPERING, COMPUTER VIRUS TRANSMISSION OR OTHER UNAUTHORIZED ACCESS OR USE OF THE NEXO EARN INTEREST PRODUCT, YOUR NEXO ACCOUNT OR ANY INFORMATION CONTAINED THEREIN.

**3.** NOTWITHSTANDING ANY PROVISIONS IN THESE GENERAL TERMS, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY TYPE OF INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, REGARDLESS OF WHETHER SUCH DAMAGES BEING DIRECT OR INDIRECT, FORESEEABLE OR UNFORESEEABLE, OR EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

**4.** IN NO EVENT WILL OUR AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGE ARISING IN CONNECTION WITH THE NEXO EARN INTEREST PRODUCT AND THESE GENERAL TERMS EXCEED THE FEES YOU PAID TO NEXO FOR YOUR USE OF THE NEXO EARN INTEREST PRODUCT DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT, GIVING RISE TO THE CLAIM FOR LIABILITY, IF ANY. THE ABOVE SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY THE RELEVANT APPLICABLE LAW.

**5.** WE SHALL NOT BE LIABLE FOR ANY FAULT ON THE PART OF ANY THIRD-PARTY SERVICE PROVIDER INSTRUCTED BY US. IN ANY SUCH CASES OUR LIABILITY WILL BE LIMITED TO USING REASONABLE CARE IN THE SELECTION, APPOINTMENT AND INSTRUCTION OF SUCH THIRD-PARTY SERVICE PROVIDERS (BUT NOT OF ANY SUB-CONTRACTOR OR OTHER THIRD PARTY SUCH A THIRD-PARTY SERVICE PROVIDER MAY USE).

**6.** NOTHING IN THESE GENERAL TERMS SHALL OPERATE TO LIMIT OR EXCLUDE ANY LIABILITY FOR FRAUD OR GROSS NEGLIGENCE.

## **X. DEFAULT. INDEMNIFICATION**

**1.** The occurrence of one of the following events constitutes an Event of Default:

- a)** The Client breaches any of the Client's obligations or warranties under these General Terms;
- b)** It is or becomes illegal for the Client to perform the Client's obligations under this Agreement;
- c)** Nexo is unable to contact the Client in accordance with the Client's most recent instructions for sending correspondence.

**2.** In case of an Event of Default, Nexo is entitled:



**a)** To terminate this Agreement with immediate effect;

**b)** To take any action it deems necessary to protect its interests.

**3.** You shall defend, indemnify, and hold harmless Nexo, its affiliates, third-party service providers, each of their respective employees, officers, directors and representatives from and against any claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees), arising out of or relating to any third-party claim concerning these General Terms or your use of the Nexo Earn Interest Product in violation to these General Terms or any Applicable Law.

## **XI. TERMINATION**

**1.** This Agreement shall be terminated immediately by closing of your Nexo Account, on the grounds of Art. X.2, Letter a) or otherwise, and discontinuing use of the Nexo Earn Interest Product. The Agreement can be terminated upon written notice by Nexo if Nexo discontinues the offering of the Nexo Earn Interest Product, regardless of the reasons.

**2.** In the event that your suspended or closed Nexo Account has an outstanding balance, you are entitled to recover the relevant Digital Assets, together with the Interest accrued thereon, if any, respectively the fiat equivalence of the latter, unless we are prohibited by any Applicable Law or a court order to release them, including but not limited to the case that we have reasonable grounds to suspect that the Digital Assets or the funds used for purchase of the Digital Assets were obtained through fraud or any unlawful means or connected with any criminal activities.

**3.** The termination of this Agreement shall not prevent any Party from seeking any remedies against the other Party for any breach of this Agreement occurring prior to such termination.

## **XII. NOTICES**

**1.** Any notice required or made under these General Terms from Nexo to the Client shall be considered validly received when addressed to the Client's last used e-mail address, mailing address or phone number. Additionally, we may provide notices through posting on the Nexo Platform.

**2.** Any notice required or made under these General Terms by the Client to Nexo shall only be made via e-mail in English to [support@nexo.io](mailto:support@nexo.io).

## **XIII. GOVERNING LAW AND JURISDICTION**

**1.** The Agreement shall be governed exclusively by the substantive law of England and Wales.

**2.** Any dispute arising out of or in connection with the Agreement (the General Terms), unless amicably settled between the Parties, shall be referred to the competent court in London, England, determined as per the procedural law of England and Wales. You agree that any dispute resolution proceeding subject to the Applicable Law under the preceding sentence shall be conducted only on an individual basis and not as a plaintiff or class member in any purported class, consolidated or representative action or proceeding. No court or other dispute resolution authority can consolidate or join more than one claim and can otherwise preside over

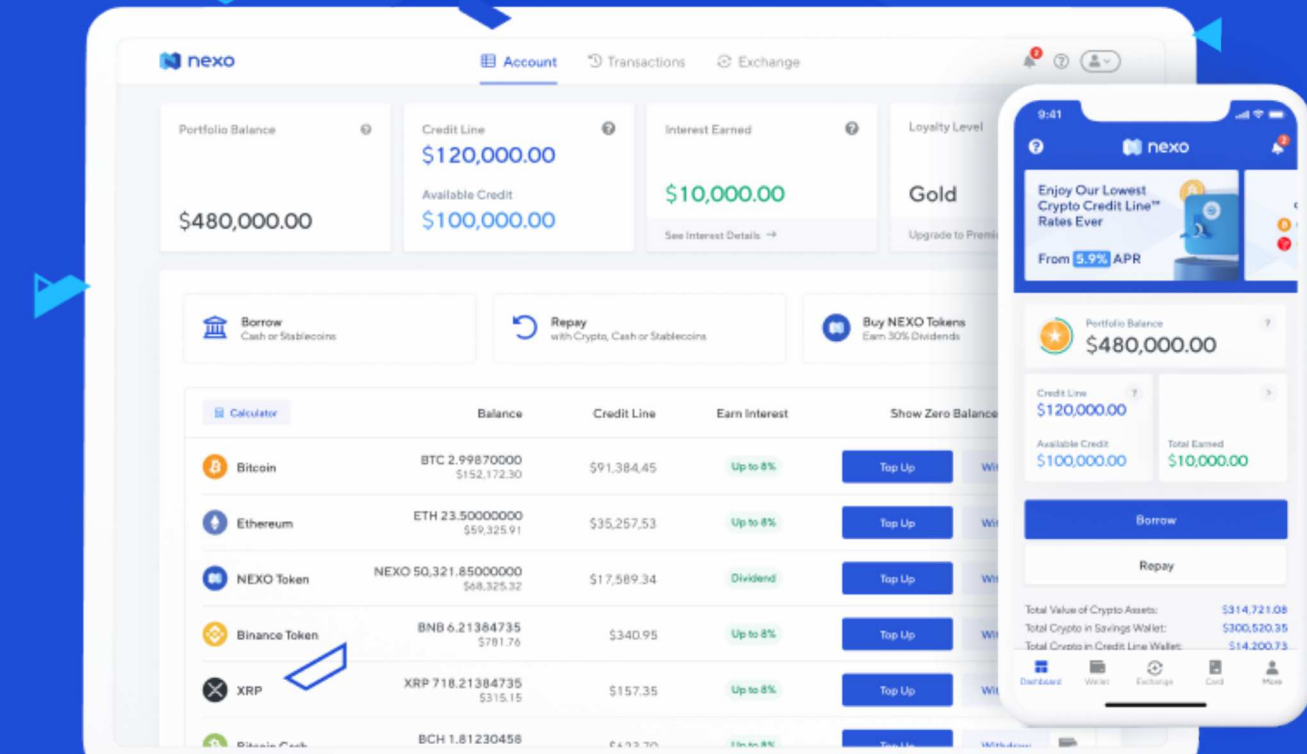
any form of a consolidated, representative, or class proceeding. Any relief awarded cannot affect other Clients of Nexo.

## **XIV. MISCELLANEOUS**

- 1.** The Intellectual Property remains an exclusive property of Nexo and cannot be reproduced, displayed, distributed, republished, broadcasted, transmitted, modified or used in any other manner or by any means by the Client, except upon our prior explicit written consent.
- 2.** This Agreement, together with the Nexo Wallet Services General Terms and Conditions, the Privacy Policy and the Cookies Policy, represents the entire agreement between you and Nexo in relation to the use of the Nexo Earn Interest Product. It supersedes all prior representations, understandings, agreements, or communications between you and Nexo, whether written or verbal, including any statements published in the whitepaper on the Nexo Platform.
- 3.** You understand and agree that we might convert any Digital Assets in regard to which you use the Nexo Earn Interest Product into other Digital Assets for investment purposes. Any such investment will be made in our name only and you will have no benefits and liabilities from it.
- 4.** Nexo shall reserve its right to amend or supplement these General Terms from time to time. Any such amendments or supplements shall become valid and in full force as of the date of their publishing on the Nexo Platform unless otherwise indicated, while they shall not affect the current terms of your active Nexo Earn Interest Products for a Fixed Term. You shall regularly check the Nexo Platform to inform yourself about any such amendments or supplements. By continuing to use the Nexo Earn Interest Product, after any such amendments or supplements have taken effect, you thereby indicate your acceptance of the amended or supplemented General Terms. If you do not wish to be bound by any amendments or supplements to these General Terms, you shall discontinue your use of the Nexo Earn Interest Product immediately.
- 5.** The descriptive headings in these General Terms are inserted for convenience only and shall not affect the interpretation of this Agreement.
- 6.** The invalidity of the whole or part of any provision of these General Terms shall not affect the validity of the whole or part of any other provision of these General Terms. The remaining provisions of these General Terms shall remain in full force and effect.
- 7.** The failure by Nexo to exercise or enforce any right or provision of these General Terms shall not constitute a present or future waiver of such right or provision.
- 8.** Providing you with the Nexo Earn Interest Product does not make Nexo your trustee or investment adviser and no fiduciary relationship exists between us. We have no trust or other obligations in respect of your Nexo Account other than those expressly specified hereunder.
- 9.** None of your rights and obligations arising out of the Agreement are assignable or transferable, without the prior written consent of Nexo. Nexo shall reserve the right to assign, delegate or transfer this Agreement and the rights and obligations hereunder to any third party at any time, without notice or your consent.
- 10.** Except for the legal entities belonging to the Nexo group of companies, a person who is not a party to this Agreement, shall not be entitled to enforce it.
- 11.** Any issues which are not settled hereby shall be governed by the Nexo Wallet Services General Terms and Conditions. In case of any discrepancies between the present General

Terms and the Nexo Wallet Services General Terms and Conditions, these General Terms shall prevail.

12. This Agreement is prepared and concluded in English language. In case it or any part thereof is translated into another language for whatever reason, the English version shall prevail.



The image displays the Nexo web interface and mobile app interface. The web interface shows a dashboard with a Portfolio Balance of \$480,000.00, a Credit Line of \$120,000.00, and Available Credit of \$100,000.00. It also shows Interest Earned of \$10,000.00 and a Loyalty Level of Gold. Below this, there are sections for Borrow, Repay, and Buy NEXO Tokens. A table lists various crypto assets with their balances, credit lines, and interest rates.



	Balance	Credit Line	Earn Interest	Show Zero Balance
Bitcoin	BTC 2.99870000 \$152,172.30	\$91,384.45	Up to 8%	Top Up
Ethereum	ETH 23.50000000 \$59,325.91	\$35,257.53	Up to 8%	Top Up
NEXO Token	NEXO 50,321.85000000 \$68,325.32	\$17,589.34	Dividend	Top Up
Binance Token	BNB 6.21384735 \$781.76	\$340.95	Up to 8%	Top Up
XRP	XRP 718.21384735 \$315.15	\$157.35	Up to 8%	Top Up
Bitcoin Cash	BCH 1.81230458	\$243.75	Up to 8%	Top Up

The mobile app interface shows a similar dashboard with a Portfolio Balance of \$480,000.00, a Credit Line of \$120,000.00, and Available Credit of \$100,000.00. It also shows Interest Earned of \$10,000.00 and a Loyalty Level of Gold. Below this, there are sections for Borrow, Repay, and Buy NEXO Tokens. A table lists various crypto assets with their balances, credit lines, and interest rates.

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Binance Token	BNB 6.21384735 \$781.76	\$340.95	Up to 8%	Top Up
XRP	XRP 718.21384735 \$315.15	\$157.35	Up to 8%	Top Up
Bitcoin Cash	BCH 1.81230458	\$243.75	Up to 8%	Top Up

# Unleash the Power of Your Crypto

With the account that caters to your profit and prosperity through our leading credit line service for digital assets and high-yield interest on your idle savings.

[Create Account >](#)



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### Products

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- Earn on Crypto
- Earn on EUR, GBP and USD
- Borrow
- Exchange
- Nexo Card
- Nexo Earn API

### Company

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### Assets

- Business Overview
- Whitepaper

### Mobile App



ISO/IEC 27001:2013 Certified Information Security Management System



Licensed & Regulated Digital Assets Institution

Nexo Financial LLC – NMLS ID 1898755 – NMLS Consumer Access

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